

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
FTX TRADING LTD., *et al.*,¹
Debtors.

Chapter 11
Case No. 22-11068 (JTD)
(Jointly Administered)

CERTIFICATE OF PUBLICATION

I, Liz Santodomingo, depose and say that I am employed by Kroll Restructuring Administration LLC (“**Kroll**”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

This Certificate of Publication includes sworn statements verifying that the *Notice of Deadlines Requiring Filing of Customer Proofs of Claim Affected by the Amendment of or Supplemental to the Debtors’ Schedules of Assets and Liabilities*, as conformed for publication, was published in the national edition of *The New York Times* on July 19, 2023, as described in the sworn statement attached hereto on **Exhibit A**.

Dated: August 22, 2023

/s/ Liz Santodomingo
Liz Santodomingo

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

Exhibit A

LABOR

Actors and Studios Remain 'Far Apart' on Major Issues

By JOHN KOBLIN

As tens of thousands of actors continued their strike versus the Hollywood studios for a fifth day on Tuesday, the two sides showed no signs of returning to the bargaining table — and even exchanged barbed messages that underscored how far apart they were.

Late Monday, leadership of SAG-AFTRA, the actors' union, sent members a 12-page memo laying out its demands and the studios' counterproposals. They "remain far apart on the most critical issues that affect the very survival of our profession," the note said.

"We marched ahead because they intentionally dragged their feet," it continued.

The Alliance of Motion Picture and Television Producers, the organization that bargains on behalf of the studios, answered with a note to the news media arguing that the message from the union "deliberately distorts" the offers it had made.

"A strike is not the outcome we wanted," the alliance said. "For SAG-AFTRA to assert that we have not been responsive to the needs of its membership is disingenuous at best."

Thousands of Hollywood actors went on strike on Friday after failing to reach a new contract with the major studios, including old-line companies like Paramount,



Members of the SAG-AFTRA union marching by the entrance to Paramount Pictures studios in Los Angeles last week.

Universal and Disney and tech giants like Netflix, Amazon and Apple.

The actors joined 11,500 screenwriters who went on strike 78 days ago, the first time both unions had walked out at the same time since 1960. The writers have not returned to the bargaining table with the studios since their ne-

gotiations collapsed in early May. SAG-AFTRA's note said the two sides remained far apart on several key issues, including compensation, guardrails against artificial intelligence, and health care and pension costs.

The union's leadership said it had asked for 11 percent wage increases in the first year of a new

contract; the studios came back with an offer of 5 percent, the union said.

When it comes to artificial intelligence, the union's leaders said they had argued for a number of provisions to protect them "when a 'digital replica' is made or our performance is changed using A.I."

They said the studio alliance "failed to address many vital concerns, leaving principal performers and background actors vulnerable to having most of their work replaced by digital replicas."

The studios said that the union's note to its members "fails to include the proposals offered verbally" during negotiations, and that its overall package was worth more than \$1 billion in wage increases, improvements on residuals (a type of royalty) and health care contributions.

Regarding artificial intelligence, the studios said they had offered a "groundbreaking proposal, which protects performers' digital likenesses, including a requirement for performer's consent for the creation and use of digital replicas or for digital alterations of a performance."

Union leadership sent out a chart laying out each proposal and the studios' response. Over more than two dozen proposals, the studio response amounted to one word, according to the union: "Rejected."

"So who's making the T-Shirt that says 'Rejected'?" the actress Senta Moses posted on Twitter.

"This is why we're on strike," the union note said. "The A.M.P.T.P. thinks we will relent, but the will of our membership has never been stronger. We have the resolve and unity needed to defend our rights."

39 Indie Works May Proceed Despite Strike

By BROOKS BARNES

The Hollywood actors' union said Tuesday that it had exempted 39 independent film and TV projects from its strike, including two movies from A24, the secretive New York company that has become a force at the Academy Awards.

SAG-AFTRA, as the union is known, said the productions could shoot during the strike because it had verified that they had no ties to the Alliance of Motion Picture and Television Producers, which negotiates on behalf of the biggest studios.

Talks between the union and the alliance for a new three-year contract broke down on Thursday, and tens of thousands of actors went on strike on Friday.

More waivers could be approved as the union evaluates applications. To be considered, productions must agree to temporarily follow the terms of the latest proposal that SAG-AFTRA has put on the table during negotiations. The productions will be subject to the final deal between the union and the studio alliance.

The 39 projects include "Mother Mary," a melodrama co-financed by A24 and starring Anne Hathaway as a fictional musician and Michaela Coel (known for "I May Destroy You" on HBO) as a fashion designer. The second A24 project, "Death of a Unicorn," stars Paul Rudd and Jenna Ortega, who is known for "Wednesday" on Netflix. It tells the story of a man and his teenage daughter who, while driving in a remote location, crash into a unicorn.

A24 was behind "Everything Everywhere All at Once," which won the Oscar for best picture in March.

A waiver also went to "The Rivals of Amazia King," a crime thriller starring Matthew McConaughey and produced by Ted Schwarzman, whose father is the Blackstone chief executive, Stephen A. Schwarzman. "The Chosen," a popular religious TV series, can also continue on a new season, as can "Bride Hard," an action comedy starring Rebel Wilson that involves a mercenary group and a lavish wedding.

Directors' Deal Offered a Blueprint, but Actors and Writers Balked

FROM FIRST BUSINESS PAGE

they would receive, primarily via a formula that accounts for international streaming subscribers, there was little progress in getting recalcitrant tech companies to share more data about how well films and television shows performed on their services.

The studios did declare that generative artificial intelligence is not "a person" and cannot take over the duties of a Directors Guild member. But their reassurance that A.I. would not be used "in connection with creative elements without consultation with the director or other D.G.A.-covered employees" was seen by many as weak and vague.

The "Matrix" filmmaker Lilly Wachowski, who is also a member of the Writers Guild of America, took to Twitter to explain that she would vote no on the deal, specifically because of the A.I. provisions in the proposed contract.

"I'm no Boomer-luddite-fuddy-duddy against the idea of A.I. as a

tool per se," she wrote. "But what I do vehemently object to," she added, "is the use of A.I. as a tool to generate wealth. That's what's at stake here. Cutting jobs for corporate profit."

Despite the protests, the membership of the union ratified the deal, with 87 percent voting in favor.

"We have concluded a truly historic deal," Jon Avnet, the chair of the Directors Guild's negotiating committee, said in a statement on June 3.

Even now that the actors have joined the writers on strike, some directors remain pleased with their contract.

"I think we got one of the best deals we've had in decades," Bethany Rooney, a veteran director of network television shows like "Law and Order: Organized Crime," "Chicago P.D." and "Station 19," said in an interview.

"I feel like they addressed all of our concerns and met them with a

An undercurrent of tension runs between writers and directors.

positive response," she added, "whether it was about basic pay rates or residuals, or reporting on streaming numbers or A.I. for that matter. It was all met with a response that we could live with."

But as the actors' negotiations went on and a strike became more of a possibility, the directors' position as the lone guild to reach an agreement was more pronounced.

"Boy did the DGA miss their moment. #WGA #SAGAFTRA," Chris Nee, the creator of the children's animated series "Doc McStuffins," wrote on Twitter on the eve of the actors' strike.

The Directors Guild has long been seen as a stable union. Formed in 1936 and currently representing 19,000 directors and members of the directing team, including assistant directors, unit production managers, stage managers and others, the union has rarely struck. It has walked out once, in 1987 for three hours, the shortest strike in Hollywood history.

A common assumption in Hollywood is that Directors Guild members are employed more consistently than members of the other unions. And there can be tension between the various unions.

"There is a generational spirit of lack of cooperation between them and the Writers Guild," Mr. Newman said. "Writers and directors have always had their differences. To a certain extent directors might think that they're the

true driving force behind any film."

Yet Ms. Rooney, who serves as an alternate on the national board of the Directors Guild, said she was not surprised that the actors had gone on strike.

"They have some major issues, and the writers have major issues that are specific to them that are not directors' issues," she said. "They did not get the response they needed from the A.M.P.T.P., so they had no choice but to go out on strike. We are in there with them in spirit."

Still, it remains clear that the di-

rectors wanted their deal to lead to agreements with the actors and the writers. And the frustration over that not happening seeped into a statement from Lesli Linka Glatter, the Directors Guild president, after the actors said they had gone on strike.

"This is why we're on strike," the union note said. "The A.M.P.T.P. thinks we will relent, but the will of our membership has never been stronger. We have the resolve and unity needed to defend our rights."

LEGAL NOTICE

ATTENTION: Current or former insurance agents who contracted with NEW YORK LIFE INSURANCE under a full-time insurance agent contract prior to November 11, 2011 and worked for New York Life in New York State at any time since December 21, 2001 may be entitled to a settlement payment.

If you contracted with New York Life under a full-time insurance agent contract prior to November 11, 2011 and worked as a TAS Agent or Established Agent for New York Life Insurance in New York State at any time since December 21, 2001, your rights may be affected by a proposed class action settlement in *Gold, et al., vs. New York Life Insurance Co., et al.*, Supreme Court of the State of New York, County of New York, Index No. 653923/2012. If you are a class member in the lawsuit, you are entitled to a settlement payment in exchange for releasing certain claims against New York Life, or you may exclude yourself from or object to the settlement. **If you satisfy the above criteria and you have not received a detailed Class Settlement Notice in the mail, you should provide your mailing information to the Settlement Administrator; please call 1-888-416-2035.** Class members may access the Class Settlement Notice at www.nylifeagentnysettlement.com.



MELINDA SUE GORDON/UNIVERSAL PICTURES, VIA ASSOCIATED PRESS
Christopher Nolan, director of "Oppenheimer," said that he hoped that the directors' deal could be a blueprint for agreements with writers and actors.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: FTX TRADING LTD., et al., Chapter 11 Case No. 22-11068 (JTD) (Jointly Administered)

NOTICE OF DEADLINES REQUIRING FILING OF CUSTOMER PROOFS OF CLAIM ON OR BEFORE SEPTEMBER 29, 2023 AND CUSTOMER PROOFS OF CLAIM AFFECTED BY THE AMENDMENT OF OR SUPPLEMENT TO THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES

NOTICE TO ALL FTX CUSTOMERS: SEPTEMBER 29, 2023 IS THE DEADLINE TO FILE PROOFS OF CLAIM ON ACCOUNT OF CUSTOMER CLAIMS AGAINST THE FTX DEBTORS.

TO ACCESS THE CUSTOMER CLAIMS PORTAL AND SUBMIT A PROOF OF CLAIM, VISIT [HTTP://CLAIMS.FTX.COM](http://CLAIMS.FTX.COM). FOR MORE INFORMATION ABOUT THE PROOF OF CLAIM PROCESS FOR CUSTOMERS, VISIT [HTTP://RESTRUCTURING.RA.KROLL.COM/FTX/](http://RESTRUCTURING.RA.KROLL.COM/FTX/).

CUSTOMER BAR DATE IS SEPTEMBER 29, 2023 AT 4:00 P.M. EASTERN TIME (PST/CDT).

ON June 28, 2023, the United States Bankruptcy Court for the District of Delaware ("the Court") entered an order (D.I. 793) in the chapter 11 cases (the "Chapter 11 Cases") of FTX Trading Ltd. and certain of its affiliated debtors and debtors-in-possession (collectively, the "Debtors") establishing September 29, 2023 at 4:00 p.m. Eastern Time ("Customer Bar Date") as the deadline for each person or entity (including individuals, partnerships, corporations, joint ventures and trusts) holding a Customer Claim to file a proof of claim in these Chapter 11 Cases.

WHO MUST FILE A PROOF OF CLAIM. You MUST file a proof of claim on or before a Chapter 11 Plan to share in distributions from the Debtors' bankruptcy estate if you hold a Customer Claim (as defined below) against the Debtors. A Customer Claim is any claim of any kind or nature or whatever (whether arising in law, equity, contract or tort, under the Bankruptcy Code, federal or state law, rule or regulation, common law or otherwise) held by any person or entity against any of the Debtors, in each case, arising out of or related to (a) any cash, equity, digital assets or other assets held by such person or entity in an account on FTX, (b) any digital assets or other assets held by such person or entity on or related to the Petition Date (the "Customer Entitlement Claim") or (b) any other investment or trading activities on any FTX Exchange ("the Other Activities").

FTX Exchange means FTX.com, FTX.US, FTX Trading Ltd. (d/b/a "FTX"), West Realm Shores Services Inc. (d/b/a "FTX.US"), FTX Ltd. (f/k/a "OMA Financial Services Ltd., d/b/a "FTX EU"), Questra Pte. Ltd. (d/b/a "Liquid Global") and FTX Japan or Liquid platforms operated by FTX Japan K.K. ("FTX Japan") or any other exchange or trading platform operated by any FTX Exchange.

Customer Claims shall not include any claims for cash, equity, digital assets or other assets held by any person or entity in an account on

any FTX Exchange or any other FTX Exchange held by the Debtor.

b. Amended Schedules: Customer Bar Date. Any entity holding a Customer Claim adversely impacted by an amendment or supplement to the Schedules with respect to such Customer Claim must file a proof of claim on the later of: (a) the Customer Bar Date and (b) 4:00 p.m., Eastern Time, on the date that is 30 days after the date that notice of the applicable amendment or supplement to the Schedules is served on such entity.

c. Filing of Proofs of Claim: Each proof of claim on account of a Customer Claim must be filed with the FTX Exchange and/or Debtors, against whom the claimant has a claim. Each proof of claim based on a cryptocurrency/digital asset must set forth (i) the number of units or quantity of each cryptocurrency or digital asset and (ii) the program (i.e., Farm, Lend or Stake) applicable to each cryptocurrency or digital asset. The Customer Proof of Claim does not require holders of Customer Claims to set forth a dollar value for any of the cryptocurrencies or digital assets.

d. Customer Proof of Claim: Each proof of claim based on foreign currency must set forth (i) the applicable foreign currency(ies), (ii) the amount in currency in that foreign currency(ies), (iii) the exchange rate(s) utilized to convert from the foreign currency(ies) to U.S. dollars as of the date of the proof of claim and (iv) the name of the customer holding the Customer Claim.

e. Customer Entitlement Claims: Each holder must set forth in the amount of such claim in U.S. dollars, must assert such claim with identifying information including all relevant details regarding such investments or other activities (e.g., dates, amounts, quantities, type or nature, alleged facts), and must assert such claim against the applicable Debtor or Debtors.

f. Customer Entitlement Claims: Any holder of a Customer Entitlement Claim that is scheduled against another Debtor and does not separately file a proof of claim with respect to such Customer Entitlement Claim shall be deemed to have filed an individual Customer Entitlement Claim in the Chapter 11 Cases.

g. Customer Entitlement Claims: Any holder of a Customer Entitlement Claim that is scheduled against another Debtor and does not need to file a separate proof of claim against such Debtor, shall file a Customer Entitlement Claim against the applicable Debtor.

h. Customer Entitlement Claims: Any holder of a Customer Entitlement Claim shall only include claims against the applicable Debtor or Debtors and not against any non-Debtors, such as the FTX Exchange.

i. Customer Entitlement Claims: Any holder of a Customer Entitlement Claim against another Debtor, such as the FTX Exchange, shall assert such claim against multiple Debtors, each such claim must be asserted against each applicable Debtor.

j. Proof of claim submitted under FTX Trading Ltd. (Case No. 22-11068) or a proof of claim that does not file a proof of claim against FTX Trading Ltd. (Case No. 22-11069) or against FTX Japan K.K. (Case No. 22-11070) or against FTX Europe Ltd. (Case No. 22-11071) or against FTX Asia Ltd. (Case No. 22-11072) or against FTX Latin America Ltd. (Case No. 22-11073) or against FTX Middle East Ltd. (Case No. 22-11074) or against FTX Africa Ltd. (Case No. 22-11075) or against FTX Japan K.K. (Case No. 22-11076) or against FTX Europe Ltd. (Case No. 22-11077) or against FTX Asia Ltd. (Case No. 22-11078) or against FTX Latin America Ltd. (Case No. 22-11079) or against FTX Middle East Ltd. (Case No. 22-11080) or against FTX Africa Ltd. (Case No. 22-11081) or against FTX Japan K.K. (Case No. 22-11082) or against FTX Europe Ltd. (Case No. 22-11083) or against FTX Asia Ltd. (Case No. 22-11084) or against FTX Latin America Ltd. (Case No. 22-11085) or against FTX Middle East Ltd. (Case No. 22-11086) or against FTX Africa Ltd. (Case No. 22-11087) or against FTX Japan K.K. (Case No. 22-11088) or against FTX Europe Ltd. (Case No. 22-11089) or against FTX Asia Ltd. (Case No. 22-11090) or against FTX Latin America Ltd. (Case No. 22-11091) or against FTX Middle East Ltd. (Case No. 22-11092) or against FTX Africa Ltd. (Case No. 22-11093) or against FTX Japan K.K. (Case No. 22-11094) or against FTX Europe Ltd. (Case No. 22-11095) or against FTX Asia Ltd. (Case No. 22-11096) or against FTX Latin America Ltd. (Case No. 22-11097) or against FTX Middle East Ltd. (Case No. 22-11098) or against FTX Africa Ltd. (Case No. 22-11099) or against FTX Japan K.K. (Case No. 22-11100) or against FTX Europe Ltd. (Case No. 22-11101) or against FTX Asia Ltd. (Case No. 22-11102) or against FTX Latin America Ltd. (Case No. 22-11103) or against FTX Middle East Ltd. (Case No. 22-11104) or against FTX Africa Ltd. (Case No. 22-11105) or against FTX Japan K.K. (Case No. 22-11106) or against FTX Europe Ltd. (Case No. 22-11107) or against FTX Asia Ltd. (Case No. 22-11108) or against FTX Latin America Ltd. (Case No. 22-11109) or against FTX Middle East Ltd. (Case No. 22-11110) or against FTX Africa Ltd. (Case No. 22-11111) or against FTX Japan K.K. (Case No. 22-11112) or against FTX Europe Ltd. (Case No. 22-11113) or against FTX Asia Ltd. (Case No. 22-11114) or against FTX Latin America Ltd. (Case No. 22-11115) or against FTX Middle East Ltd. (Case No. 22-11116) or against FTX Africa Ltd. (Case No. 22-11117) or against FTX Japan K.K. (Case No. 22-11118) or against FTX Europe Ltd. (Case No. 22-11119) or against FTX Asia Ltd. (Case No. 22-11120) or against FTX Latin America Ltd. (Case No. 2